

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **JG4042**Due Date: **09/15/03 @ 2:00PM**

Date Sent: September 8, 2003

Goods and services to be

**EROSION CONTROL LANDSCAPE PROJECT****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: JG4042**

**Due Date: 09/15/03 @  
2:00PM**

**Vendor Name:**

Description
THE UTAH DEPARTMENT OF TRANSPORTATION SOLICITS BIDS FOR EROSION CONTROL LANDSCAPING FOR THE PROPERTY LOCATED AT 6200 SOUTH 3200 WEST. PLEASE SEE ATTACHED SPECIFICATIONS.
THIS BID HAS BEEN GRANTED AN EXCEPTION BY THE DIRECTOR OF PURCHASING FOR A SHORTENED BID PERIOD. PLEASE BE AWARE THAT THE BID WILL ONLY BE OPEN FOR ONE WEEK. ALSO A SPECIAL BID OPENING WILL BE HELD ON MONDAY SEPTEMBER 15TH AT 2:00PM AT THE TIME OF THE BID PERIOD CLOSING.
A 5% BID BOND IS REQUIRED OF ALL BIDDERS. A 100% BID BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. PROJECT WORK WILL NEED TO BEGIN ON SEPTEMBER 22ND. THE BOND MUST BE IN STATE PURCHASING'S POSSESSION BEFORE A PURCHASE ORDER WILL BE ISSUED.
ALL CONTRACTORS SHALL COMPLETE THE ATTACHED BOND STATEMENT AND CONTRACTORS TRADE LICENCE AGREEMENT.
FOR TECHNICAL QUESTIONS PLEASE CONTACT GARY BLACKWELDER AT (801) 965-4871. FOR QUESTIONS RELATED TO THE BID PROCESS PLEASE CONTACT JARED GARDNER AT (801) 538-3342.

**Ship To:** UTAH DEPT. OF TRANSPORTATION  
6200 SOUTH 3200 WEST  
TAYLORSVILLE, UT

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the

product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

(Revision 14 Mar 2003 - IFB Instructions)

**ATTACHMENT A: BID SPECIFICATION**  
**LANDFILL EROSION CONTROL PROJECT**

**1.0 INTRODUCTION**

- 1.1 Utah Department of Transportation (UDOT) is seeking competitive bids from responsive Bidders to provide erosion control for property located in the northwest corner at the intersection of 6200 South, 3200 West, Salt Lake City, Utah.
- 1.2 Work must begin on or about September 22, 2003. Initial soil preparation and seeding must be completed within 30 days. Lawn care during the lawn establishment period shall be for 90 days or until the lawn is accepted.
- 1.3 All tasks identified in section 2.0 may not be accomplished, depending on the weather. Additionally, the contract resulting from this Invitation for Bid, may be terminated immediately due to poor performance or adverse weather.
- 1.4 Performance Bond. A performance bond is required in the amount of 100% of the contract price for this project. The performance bond shall be delivered by the Contractor to the State at the same time the contract is executed or before work is started. If the Contractor fails to deliver the required performance bond, the Contractor's bid shall be rejected, its bid bond enforced, and award of the contract shall be made to the next lowest responsible and responsive Bidder.

**2.0 TECHNICAL REQUIREMENTS.** The Contractor shall perform the following tasks. Tasks are in the order to be accomplished.

- 2.1 Nutrimulch. Nutrimulch shall be a fertilizer mixture needed to provide nutrients to the soil before turf seeding. Nutrimulch shall be spread and tilled into the soil at four cubic yards per 1,000 square feet. An approximately 13.3 acres need to be nutrimulched. This area is located at the south east corner of the project site.
- 2.2 Turf Seeding. Once nutrimulching has been completed, turf seeding shall be accomplished over the same area. This shall include removal of rocks 1" or larger, drill seeding, and laying down starter fertilizer per UDOT Specification 02922. UDOT specifications can be found at UDOT's web site [www.udot.utah.gov](http://www.udot.utah.gov), under Project Development. Turf seeding shall be tall fescue mixture applied at six bulk pounds per 1,000 square feet.
- 2.3 Native Grass Seeding. Native grass shall be applied to a 50 acre area covering the eastern portion of the property. Seeding mix and application shall be as follows:

<u>Grass Species</u>	<u>Planting Rate (pounds per acre)</u>
Western wheatgrass	3
Slender wheatgrass	4
Bluebunch wheatgrass	2
Mountain brome	3
Sandberg bluegrass	2
Great Basin wildgrass	1

- 2.4 Hydromulching. Hydromulch with a tactifier (holding agent) shall be applied over a 50 acre area. Hydromulch shall be applied at 2,000 pounds per acre.
- 2.5 Erosion Control Blankets. Erosion control blankets shall be place along 3200 West, where water would flow into the property causing erosion problems. Blankets shall be S-75 or equal, and comply with UDOT Specification 02376.
- 2.6 Lawn Care. Lawn care shall be provided for 90 days after the initial seeding in order to get a lawn established or until accepted. The lawn shall be 100% established with no bare areas larger than 1 square foot for acceptance. During the lawn care phase, there shall be two applications of 16-16-8 fertilizer per manufacturer's instruction. The Contractor shall also adjust the sprinkler system during this period of time to ensure proper lawn development. Lawn mowing shall be accomplished as needed.

### **3.0 BID REQUIREMENTS**

#### **3.1 Bid Preparation**

- 3.1.1 A pre-bid conference is not planned. However it is recommended that Bidders visit the property referenced in paragraph 1.1 in order to adequately scope the project.
- 3.1.2 Questions pertaining to the site and/or work to be accomplished shall be addressed to:

Dian McGuire  
UDOT  
4501 South 2700 West  
SLC, Utah 84119

Work Phone: 965-4968  
Cell Phone: 633-6370  
Email Address: [dmcguire@utah.gov](mailto:dmcguire@utah.gov)

- 3.2 Bid Submission Requirements. In order to be considered responsive to the IFB, Bidders must submit the following.
  - 3.2.1 Pricing (fill out and submit Attachment B)
  - 3.2.1 Proof of insurance. The Bidder shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance.
  - 3.2.2 Bid Bond. A bid security bond is required in the amount of 5% of the Bid price. If the Bidder fails to include its bid bond with the bid, the bid shall be deemed non responsive, and the bid not receive any further consideration.

## ATTACHMENT B: BID PRICING

### Landfill Erosion Control Project

Task	Unit of Measure	Unit Price	Extended Price
1. Nutrimulch	Acre	_____	_____ (est 13.3 acres)
2. Turf Seeding	Acre	_____	_____ (est 13.3 acres)
3. Native Grass Seeding	Acre	_____	_____ (est 50 acres)
4. Hydromulch	Acre	_____	_____ (est 50 acres)
5. Erosion Control Blankets	Sq Yd	_____	_____ (est 2000 sq yds)
6. Lawn Care	Lump Sum	_____	_____ (for 90 days)

**ESTIMATED PROJECT TOTAL \$\_\_\_\_\_**

**STATE OF UTAH  
DIVISION OF PURCHASING**

**BOND STATEMENT**

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**BIDDING REQUIREMENTS**

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

**AWARD REQUIREMENTS**

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

\_\_\_\_\_ 100% CASHIERS CHECK

\_\_\_\_\_ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company\_\_\_\_\_

Agent Name\_\_\_\_\_

Fax #\_\_\_\_\_ Phone #\_\_\_\_\_

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.



## CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required to be licensed **before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required.** Any person who violates this provision **cannot be awarded or accept a contract** for the performance of the work (1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-4(1)(a), 58-55-13(1).

### Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5)).

"Contractor" means any person, firm, partnership, corporation, association, or other organization...(that undertakes any work in the construction, plumbing, or electrical trade for which licensure is required...(1993 UCU 58-55-2(6)).

**Licensed Classifications** (See next page.) List the appropriate contractor license number, classification title, primary or secondary classifications number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plant to utilize subcontractors, they must also be licensed and the same information provided or copy(ies) of license(s) attached:

### Prime Contractor

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### Sub-Contractor(s)

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
Name: _____				
_____	_____	_____	_____	_____
Name: _____				
_____	_____	_____	_____	_____
Name: _____				
_____	_____	_____	_____	_____

## CONTRACTOR LICENSE CLASSIFICATIONS

Primary Classification <u>Number</u>	Subclassification <u>Number</u>	<u>Title</u>
E100		General Engineering Contractor
B100		General Building Contractor
R100		Residential and Small Commercial Contractor
	R101	Residential and Small Commercial - Nonstructural
		Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200		General Electrical Contractor
	S201	Residential Electrical Contractor
S210		General Plumbing Contractor
	S211*	Boiler Installation Contractor
	S212	Irrigation Sprinkling Contractor
	S213	Industrial Piping Contractor
	S214*	Water Conditioning Equipment Contractor
S215		Solar Energy Systems Contractor
S216		Residential Sewer Connection & Septic Tank Contractor
S220		Carpentry Contractor
	S221*	Cabinet and Millwork Installation Contractor
S230		Metal and Vinyl Siding Contractor
	S231*	Rain-gutter Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260		General Concrete Contractor
	S261*	Concrete Form Setting and Shoring Contractor
	S262*	Gunite and Pressure Grouting Contractor
S270		General Drywall, Stucco and Plastering Contractor
	S271*	Plastering Stucco Contractor
	S272*	Ceiling Grid Systems, Ceiling Tile and Light-weight
		Metal and Non-bearing Wall Partitions Contractor
S280		General Roofing contractor
	S281*	Single Ply and Specialty Coating Contractor
	S282*	Build-up Roofing Contractor
	S283	Shingle and Shake Roofing Contractor
	S284*	Tile Roofing Contractor
	S285*	Metal Roofing Contractor
S290		General Masonry Contractor
	S291*	Stone Masonry Contractor
	S292*	Terrazzo Contractor
	S293*	Marble, tile and Ceramic Contractor
S300		General Painting Contractor
S310		Excavation and Grading Contractor
S320		Steel Erection Contractor
	S321	Steel Reinforcing Contractor
	S322*	Metal Building Erection Contractor
	S323*	Structural Stud Erection Contractor
S330		Landscaping Contractor
S340		Sheet Metal Contractor
S350		HVAC Contractor
	S351	Refrigerated Air Conditioning Contractor
	S352*	Evaporative Cooling Contractor
	S353*	Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression systems Contractor
S380		Swimming Pool and Spa Contractor
S390		Sewer and Water Pipeline Contractor
S400*		Asphalt Paving Contractor
S410		Pipeline and Conduit Contractor
S420*		General Fencing and Guardrail Contractor
	S421*	Residential Fencing Contractor
S430*		Metal Firebox and Fuel Burning Stove Installation Contractor
S440		Sign Installation Contractor
	S441*	Non-Electrical Outdoor Advertising Sign Contractor
S450		Mechanical Insulation Contractor
S460*		Wrecking and Demolition Contractor
S470*		Petroleum System Contractor
S480*		Piers and Foundations Contractor

\*No Trade Examination is required. All applicants must take and pass the Utah Business and Law Examination if not previously taken and passed.

## BID BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
hereinafter referred to as the "Principal," and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City  
of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular  
570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies);  
hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee,"  
in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal  
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the  
accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_  
Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does  
not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being  
notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as  
liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for  
the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation  
shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal  
hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that the obligations  
of the Surety under this Bond shall be for a term of sixty (60) days from the actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code  
Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent  
as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date  
indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its  
undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )  
Seal)

On this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn,  
did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same  
and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations,  
and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

APPROVED AS TO FORM:  
February 11, 1991,  
by ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

\_\_\_\_\_  
NOTARY PUBLIC

# PERFORMANCE BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies) hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_.

**WITNESS OR ATTESTATION:**

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

# PAYMENT BOND

(Title 63, Chapter 56, Utah Code Annotated 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_.  
**WITNESS OR ATTESTATION:** **PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM:

February 11, 1991

ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL